App F.IX (J

WD2239.B490.

1925:26

File No. 99-25

Previous References
Files 155-16

Serial Nos. 1-7

Later references.
May 99-27-1-2

36

GENERAL & REVENUE SECRETARIAT

Serial Nos. 1-7

Part B for February 1926.

SUBJECT

Complaint of Bulasani for that no Certificate of satisfaction of Decree and/or Order has been filed in court

No 1012 dated 8.2.26

To the Petitioner

State that Govt are not responsible for the transaction between his client and the Mutt or its agent

G. R S. 11] 1915 – 16

GENERAL AND REVENUE SECRETARIAT.

(Stat)

NOTES.

File No. 999.

FILE HEADING.

Complaints of Ds not sent for want of Satisfactory certificate of the Magt. by whom & the decree and Mesarage mate has been sent.

From

No.	Dated		Received
Diary No.	Enclos.	Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

NOTES AND ORDERS.

NOTES—First Sheet.

G. R. S. III—3]

ROUTINE NOTES. Mur 99-25

[To be used only for notes, requisitions, etc., not intended for permanent record]

D. no. 325.

Notice from Mr. A. Vaidyanatha Aiyar, Pleader Madura, complaining that though the Price, Cowrie Decree in connection with an appeal preferred by Sri Vyasaraya Swamy Math in respect of Madura lands has been fully satisfied by his client Mr. P. A. Balusami Aiyar of Madura, certified Satisfaction of the decree has not been filed either by the Govt. Agent of Sri Vyasaraya Swamy Math or the Swamy and Threatening legal proceedings if steps are not taken to record

N. B.—Should routine notes be written on small slips the notes must be copied, or slips pasted on this form.

G. R. S. III—37

Mur 99—25

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Satisfaction according to law.

1) This is a matter for d. L. Sec. to deal with and may be transferred to that Section.

M
21.9.25.

2) Yes, action
24.9.25.

(G.M. Branch
with Camps)

4) This has been noted in the Special Notice Register (Vol. p. 48).

This will, after perusal, be transferred to d.-t.-d. Sec. th: as noted above by the Mig: Dr.

Sec'd.

M
...
25/9 (Ch. Sec.)

N. B.—Shouldroutine notes be written on small slips the notes must b cipoed, or slips pasted on this form.

5) What exactly does the Govt. intend to do in the matter? Has this case of bigamy been reported to the Police? If not, why not? If any prosecution is taken by the Police

25/9

G.R.S. III—37

Mar 25 - 21

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

To

The Mezzai Branch

AS.

20/9/25.

6) The complaint is that though the decree Bale-Sami Iga paid the decretal amount into the court in respect of the Privy council appeal and the appeals in lower Courts, and due receipts have been obtained from the Govt. against the Nyasanga mats, Deb, no Satisfaction memo has been filed in Court in spite of the advocate's requests to the Municipal or the Govt. agents. The advocate accordingly gives notice that in case the Govt. Pleader, local

N B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Proceedings will be
taken against
the Mng dept for such
remedies as are due
to his client.

7) The Vizagapatam mall-
and its properties ~~became~~ were
restored to the management
of the Incumbent in August 1922
and the Govt in the Mng dept
have nothing to do in regard
to the matter. The notice
may perhaps be sent to
the M.C. for an immediate
report as to how the matter
stands and ~~what~~ what
what action the Govt has to

N.B - Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form before the papers

take on

26.9.22

G. R. S. III—3]

ROUTINE NOTE. Murray-28

[To be used only for notes, requisitions, etc., not intended for permanent record]

8) Was there any correspondence at the time of the Trial? Do there any file in the Mun Secty relating with Suit?

26.9.25.

A.V.

9) Please find the papers in Privy Council Appeal from years ago - at once

26.9.25 (C & D

10) Mun. J No. 155-16 relating to the appeal to the Privy Council against the decision of the High Court of Madras in the matter of the claim of Sasale Vyasaraya a Swamy Math to certain landed property in Madura town permanently leased out by a predecessor Swamy of the Math, is submitted

26.9.25.

11) The appeal to the Privy Council was decided in favour

N. B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

WD 1880—GTB—1,50,000—25-11

G. R. S. HI—3]

1911-15

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

The matt* and
the defendant had
to pay heavy costs to
the matt amounting to
Rs 24,000 including costs
to Town Court. The Amt
has been, the Lawyer says
paid to the matt, but that
no adjustment Certificate
has been filed in Court.
The Lawyer has given instns
that this shd be done
at once. The case will
proceed with when the
matt was under Govt
Management. Please this
before Govt. — may this M.C. be cancelled?

* The judgment has not yet been executed

N. B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

3078.

G. R. S. III—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

12) The Asst. Comr may be asked to ascertain & report if the marks has been received by the Asstt.

3.10.25

(Re. Secy)

13) And what the circum. Rules – Vide para 9 P.C.

(1st member)

4

3.10.25

14) The Asst Comr may be instructed as proper marks & seals & copy written & forwarded.

15) A copy may be sent to the pleader by the Master with Enquiries with a copy sent to him & sent a letter in to obtain & furnish in respect of the matters stated in the letter

Dy

4/10

4.10.25

N. B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G. R. S. III—3]

8C. 99—25 ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record]

16) Draft to (2) submd.

89/5/10 RB 5/10

17) Done 6.10.25.

2. To. Insp Comm.
No 400 dt 7.10.25

Forwards the notice (Sl. 1) and requests him to ascertain within a fortnight and report if the amount was recd by the mail & call for report on the circumstances of the case.

Sl. 3. To. Srs Vaidyanatha Iyer, Pleader.
No 401 dt 7.10.25

Acknowledges receipt of Sl 1. above & states that the matter will be enquired into & reply sent to him.

13/10

N. B.—Should routine notes be written on small slips the notes must be cipoed, or slips pasted on this form.

G. R S. III—3]

ROUTINE NOTES. Mar 99-25

[To be used only for notes, requisitions etc, not intended for permanent record.]

Sl 4 From, The Inwz Comr
Letter no C. 356 dt 28 10 25

Submits the report called for in Sl. 2

18) The Inwz. Comr's letter explains the facts of the case.

19) The Inwz. Comr is addressing the Swamy in the matter and his further report may be awaited.

Submitr.
AV
30-10-25 25/75

31.10.25.

692
31 10 25

18 members

20) A reply in the above effect may be sent to the R C

2/11

21) Dft. for Govt 3.11.25
AV
4-11-25.

4.11.25 22) Issue

N. I.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

Mur 99—25

G. R. S. III—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record]

To
The Mess Com
No 566 G. 11-11-25
Requesting him to
submit his further
report after hearing from
the Sub-Magistrate.

81 S—

N. B.—Should routine notes be written on small slips the notes must be copied, or slips pasted on this form.

[App. F. III—2

General and Revenue Secretariat

Mur File No. 99 of 1925.

Serial No. 6

From the Mng Comr Nr D.C. 66 of 25-26 & 5.1.26 forwards the memorandum from Khan requesting that as the Mali properties have now been handed over to the Govt for management, Govt might take necessary action in the matter &c & states that in the absence of necessary records bearing on the subject he is not in a position to suggest what has to be done.

2) The previous files are all submitted. May the L & L Secy be requested to kindly note what action has to be taken in the matter? It may be added here that this the management applies to all the properties within the State being taken under Govt management, it is only the properties within the State that have been assumed under Govt management under G.O.No. 731-2/Mng 78-25-4 & 12.12.25. But the transactions referred to by the Advocate ~~had~~ took place when the Mali properties within the State were all under Govt management.

X S.

Sd
6/1/26

3) The L & L Secy may perhaps be consulted in the matter. [illegible]

Note—Contn. Sheet

WD 0569—GPB—40,000—31-7-25

App. F. III—2]

File No. of 192 .

General and Revenue Secretariat

Serial No.	

NOTE—Contn. Sheet

General and Revenue Secretariat | File No. | of 192 .

Serial No

238/11

1st. recorded)

12/1.26. 1/11/

29) A may be put up noting giving the facts of the case & indicating the points on which the opinion of the Advocate General is required

12/1.26 1/11

Notes

F/12/2

30) Mem file 155-16 (Leg C) gives a history of the case. Certain valuable properties belonging to the Sri Vyasaraja Matt in the Municipal limits of the Madura Town had been leased permanently to one Balasami Ayr by the previous lessee, and the matter having been under litigation, the Madras High Court recognised the claim of this gentleman as the permanent lessee to the lands in question. An appeal against the decision of the High court was preferred to the Privy Council in accordance with the opinion of the Matt Vakil, as also of the Govt Advocate here (Mr. C.S. Damaraya) and the case was decided by the Privy Council in favour of the matt, so that a sum of Rs 2[illegible],000 was decreed to the

Note—Contn. Sheet

WD 0569—GPB—40,000—31-7-25

App. F. III—2]

File No. of 192 .

General and Revenue Secretariat

Serial No.	

NOTE—Contn. Sheet

Serial No

be paid to the matt by Balasami Iyer.

27) The matt properties both within & outside the State were in the meantime handed over to the possession of the Swamijee in July 1922, and the Govt Agency the matt Mr Srinivasa Iyengar continued to be the agent of the matt for purposes of giving the matt the necessary assistance in the matter of finally ~~auditing~~ compiling & auditing the matt's accounts.

28) The decretal amount of Rs 24000 was paid by Mr Balasami Iyer in two instalments viz - Rs 17,000 on 29. 9. 22 and Rs 7000 on 17. 11. 22 for which Mr Srinivasa Iyengar has given receipts, copies of which have been sent by the Advocate of Mr Balasami Iyer

29) The matter now brought to notice by Balasami Iyer's Vakil is that no satisfaction Certificate has been filed in Court in respect of the payments of these amts and that the Swamijee who was in

NOTE—Contn. Sheet

WD 0569—GPB—40,000—31-7-25

App. F. III—2]

File No. of 192 .

General and Revenue Secretariat

Serial No.	

NOTE—Contn. Sheet

General and Revenue Secretariat | File No. | of 192 .

Serial No

in the matter has not been replied to.

30) The Vakil of Mr Balasami Iyer has given notice that in case the defect is not rectified, due legal proceedings will be taken for such remedies as are open to his client & that the Murai Deptt of the Mysore Govt will be made to pay the costs.

31) The Mysore Govt who were consulted in the matter state that the Swamiyar has referred the matter to the Govt themselves for disposal at their discretion and that as he does not know whether action as contemplated by Balasami Iyer has been taken or not & in the absence of full information in the subject he is not in a position to suggest the manner of disposal.

32) The fact is that though the Privy Council decision was read when the matt was under Govt management, yet the amount under the Privy Council decision was paid by Balasami Iyer & the matt when the matt was under the strict control of the Swamiyar and his agent Mr Srinivasa Rao &c. [illegible]

all the steps in the matter were taken and the

NOTE—Contn. Sheet

WD 0569—GPB—40,000—31-7-25

App. F. III—2]

File No. of 192 .

General and Revenue Secretariat

Serial No.	

NOTE—Contn. Sheet

WD 01264—GPB—40,000—17-12-25

General and Revenue Secretariat

Secret File No. [illegible] of 192[illegible].

Serial No

Receipt for the amt from as the agent of the mail & not as Govt agent. The point that was proposed to be referred to the L & L Sec? is — What is the position of Govt in the Mar Dept in this matter? & what action if any has the Mar Dept to take in respect of the notice recd from Bombay Govt's Pleader? What is the reply to be given to them to the notice?

34) May the file be sent to the L & L Sec? for favour of opinion in the matter?

KG
20/1/26

39) Repd:- 1st para was minuted (12th inst) to the Hon'ble [illegible] for [illegible] Secy. [illegible] 1st member)

574
22-1-26

36) The file may now be sent to the L & L Sec? for favour of his opinion

21.1.26

37) L & L Secy)

1 23/1

28/1

NOTE.—Contd. Sheet

WD 01264—GPB—40,000—17-12-25

General and Revenue Secretariat

Mad. File No. 11 of 1926.

Serial No

38) From the records it is clear that at the time when the alleged compromise was entered into between Balasami Iyer & L. Srinivasa Gopal the agent of the mutt, the properties of the mutt were not under the management of Mirasi Dept. but were under the management of the Swami, & that in consequence the Mirasi Dept was not a trustee of the properties & had no power to employ any agent to manage the affairs of the mutt.

39) If the govt debtor has entered into an agreement with any person who has not been duly appointed by Mirasi Dept, he does so at his peril.

40) The Govt may perhaps reply to the notice that they are not bound by the acts of L. Srinivasa Gopal.

(Mirasi Re)

1st Member
Revenue Secretary

7/22
27.1.26.

24/1

cas
26.1

41) Why was the Govt in Secretariat appointed to enter into a compromise with Balasami Iyer & that time was he an agent appointed by Govt or by the Trustee?

42) The Govt Branch will make on the above points. If the Govt are advised that the L & D Dept's notes, a draft reply as suggested above may be put up.

NOTE.—Contn. Sheet

General and Revenue Secretariat

File No. 99 of 192[illegible].

Serial No

43) Said reference is limited to the late Mr. Lakshmi Narasimhachari's note dated the 19th September 1922 (paragraphs 19 to 24) and the Mag: Comrs' (now Dist. member) Order of 24.10.22 in regard to the Compromise effected between the defendant & the matt. about the decretal amount which was reduced to 24,000 Rs from 27,000 Rs. The Compromise was between Mr. Balasundaram and the Sowcarjalan through his servant the Revi, the late Mr. T. Lakshmi Narasimhachari; and Mr. Srinivasa Iyer, who was then agent of the Sowcarjalan (+ [illegible] cleared to be his first agent in July 1922 when the properties were restored to the Sowcarjalan) has issued receipts for the amts received on behalf of his Chief, the Sowcarjalan

Under what conditions. Was A. S. Iyer's service lent under D. S. only or did he take up employment during leave. L 1.2.26

44) Dept. reply to the Madras in accordance with the opinion of Mr. L & L Secy in Note for appl or orders.

Rev. Secy 29.1.26

45) For approval

30/1

46) As regards the Rev. Secy's query in the margin above, it is submitted

NOTE.—Contd. Sheet

WD 01264—GPB—40,000—17-12

General and Revenue Secretariat

MWZ File No. 99 of 1926.

Serial No

7.1.26

That at the request of the mail authorities the services of Mr. S-S. Gospel were continued under the mail- from 1-8-22 for 3 months in the first instance, and it was during this period when he was the agent of the mail, that the receipts for amts drawn from Mr Balasami Ier were granted under his signature. But as the public had no means of knowing that the agency terminated, Mr. Balasami Ier considered that Govt ought to have made their agent to take the necy steps in the matter than sent this notice to...

Draft reply is sent for confirmation

2/2/26 Rev. Secy.

47) Regee to see the query (on the last page 1st number) in margin).

3144/P

119 3.2.26

48) The Draft may be shown to A.G. Secy. after wards

3/2 3/2 3/2

2nd

Do & & Secy with Compliments)

Rev. Secy)

49) Seen

50) Issue

4/2 4/2 5/2 5/2

WD 01264—GPB—40,000—17-

General and Revenue Secretariat

Office File No. 99 of 1925.

Serial No 7.

To. Mr. Vaidyanatha Iyer, Pleader—
No 1012 & 8.2.26
States that the matt was not under Govt management & Mrs L.S. Ispal. was not their agent & that therefore Govt are not responsible for the transaction between his client & the matt or its agents.
1013 & 8.2.26
Copy to Mr. Commr.

NOTE.—Contd. Sheet

12404

To

THE SECRETARY,

Muzroi Department,

Mysore Government,

At Bangalore.

From

A. Vaidyanatha Iyer,

Pleader,

5, Goods Shed Street, Madura.

On behalf of

Puliady A. Baluswamy Iyer,

Chinnakkadai Street, Madura.

Sir,

On behalf of my client the afore-mentioned - Baluswamy Iyer I am instructed to send you the following notice:--

1. That the Vyasaraya Mutt at Sosalai had been taken charge of by the Muzroi Department, Mysore, and the same was under its management ~~xxx~~ for some years.

2. That while the said mutt was under the - management of the Muzroi department, a suit O.S.64 of - 1914 on the file of the Ramnad Temporary Sub Court at - Madura in which my client the afore-mentioned Baluswami Iyer was one of the plaintiffs and the Vyasaraya Mutt was the main contesting defendant went up to the privy Council in P.C.A.48 of 1919 in England and finally ended against my client the said Baluswami Iyer.

3. That my client understands and believes - it to be true that the Muzroi department itself was appoint-

To

THE SECRETARY,

Mysore Government,

at Bangalore.

From

V. Varadyamma Iyer,

Pleader,

3, Goods Shed Street, Madras.

On behalf of

Muthaly A. Balasamy Iyer,

Chinnakkadai Street, Madras.

Sir,

On behalf of my client the afore-mentioned -

Balasamy Iyer I am instructed to send you the following notice:--

1. That the Vyasaraya Mutt at Doddal had been taken charge of by the Hamal Department, Mysore, and the same was under its management for some years.

2. That while the said mutt was under the - management of the Hamal department, a suit O.S.64 of - 1914 on the file of the Hamed Temporary Sub Court at Tadpatri in which the afore-mentioned retirement Iyer was one of the plaintiffs and the Vyasaraya Mutt was the main contesting defendant went up to the Privy Council in P.C.J.49 of 1919 in England and finally ended against my client and said Balasamy Iyer.

3. That my client undertakes and delivers - it to be true that the Hamal Department itself was appoint-

-ing agents for the management of the Vyasaraya mutt and one L. Srinivasa Gopal was such an authorised agent on - behalf of the mutt.

4. That about September 1922, the costs due by my client to the Vyasaraya mutt both in respect of the - Privy Council appeal and the suit and appeal in the Lower Courts, the compensation amount drawn by my client in res--pect of part of the disputed property acquired by the - Municipality pending the litigation, the rents due by the lessee and one Venkataswami Naicker as well as the interest on all the said amounts were calculated and settled at a consolidated amount of Rupees Twenty Four Thousand between my client, his agent and Kariasthans on the one hand and the Vyasaraya Mutt, and the authorised agent L. Srinivasa - Gopal on the other, an agreement recording the same amongst other matters was also executed on 29--9--1922 by the said L.Srinivasa Gopal on behalf of the mutt in favour of my client.

5. That towards the said sum of Rupees Twenty Four Thousand settled as mentioned above, Rupees 17,000/- was paid by my client to the said authorised agent on be--half of the mutt and receipt was also duly obtained from him. The balance of Rupees 7,000/- was also paid by a - cheque for Rs.7,000/- dated 18-11-22 on the Imperial Bank of India by my client in favour of the mutt and due receipt obtained therefor dated 25--11--22 from the said L. Srini--vasa Gopal on behalf of the mutt.

6. That in spite of the fact that the Privy Council decree has thus been entirely discharged and satis--fied neither the agent appointed by the Muzroi department nor the Matathipathi has till now chosen to file a due and proper satisfaction memo or certified satisfaction of the decree. After a number of demands a satisfaction memo signed by one Srinivasamurthi and the said L.Srinivasa -

-ing agents for the management of the Vasantvas mutt and one I. Srinivasa Gopal was also authorised again on behalf of the mutt.

4. That about September 1922, the cases due by my client to the Vasantvas mutt both in respect of the Trichy Council appeal and the suit and appeal in the Lower Courts, the compensation amount drawn by my client in respect of part of the disputed property acquired by the Municipality namely the Litigation, the rents due by the tenant one Venkatswami Naicker as well as the interest on all the said amounts were calculated and settled at a consolidated amount of Rupees Twenty Thousand (four) between my client, his agent and Krishnadas on the one hand and the Vasantvas Mutt, and the authorised agent I. Srinivasa Gopal on the other, an agreement recording the same amongst other matters was also executed on 29--9--1922 by the said I.Srinivasa Gopal on behalf of the mutt in favour of my client.

5. That towards the said sum of Rupees Twenty four Thousand settled as mentioned above, Rupees 17,000\- was paid by my client to the said authorised agent on behalf of the mutt and receipt was also duly obtained from him. The balance of Rupees 7.000\- was also paid by a - cheque for Rs.7,000\- dated 18-11-22 on the Imperial Bank of India by my client in favour of the mutt and due receipt obtained therefor dated 28--11--22 from the said I. Srinivasa Gopal on behalf of the mutt.

6. That in spite of the fact that the Trichy Council decree has thus been entirely discharged and settled neither the agent appointed by the Mutt department nor the Mathipathi has till now chosen to file a due and proper satisfaction more or certified satisfaction of the decree. After a year or sometime a satisfaction memo signed by one Srinivasamurthi and I e said I.Srinivasa -

-ing agents for the management of the Vasantvas mutt and one I. Srinivasa Gopal was also authorised again on behalf of the mutt.

4. That about September 1922, the cases due by my client to the Vasantvas mutt both in respect of the Trichy Council appeal and the suit and appeal in the Lower Courts, the compensation amount drawn by my client in respect of part of the disputed property acquired by the Municipality namely the Litigation, the rents due by the tenant one Venkatswami Naicker as well as the interest on all the said amounts were calculated and settled at a consolidated amount of Rupees Twenty Thousand (four) between my client, his agent and Krishnadas on the one hand and the Vasantvas Mutt, and the authorised agent I. Srinivasa Gopal on the other, an agreement recording the same amongst other matters was also executed on 29--9--1922 by the said I.Srinivasa Gopal on behalf of the mutt in favour of my client.

5. That towards the said sum of Rupees Twenty four Thousand settled as mentioned above, Rupees 17,000\- was paid by my client to the said authorised agent on behalf of the mutt and receipt was also duly obtained from him. The balance of Rupees 7.000\- was also paid by a - cheque for Rs.7,000\- dated 18-11-22 on the Imperial Bank of India by my clients in favour of the mutt and due receipt obtained therefor dated 28--11--22 from the said I. Srinivasa Gopal on behalf of the mutt.

6. That in spite of the fact that the Trichy Council decree has thus been entirely discharged and settled neither the agent appointed by the Mutt department nor the Mathipathi has till now chosen to file a due and proper satisfaction more or certified satisfaction of the decree. After a year or sometime a satisfaction memo signed by one Srinivasamurthi and I e said I.Srinivasa -

Gopal was filed in Court in 1924, but the same was rejected by the Court as neither the original power of attorney nor a certified copy of the same empowering the said Srinivasa -murthi was produced in Court by the matathipathi.

7. That the Muzroi Department which was in - managament of the mutt and which appointed the agent has both a moral and a legal duty to see that satisfaction is duly entered up of the decree as otherwise great loss is likely to be caused to my client.

8. That subsequent demands upon and requests to the Matathipathi have not met with any success and have not been favoured even with a reply.

9. That my client was induced to pay the said sums out of Court to the Agent on behalf of the mutt mainly because the Muzroi Department being a department of the - Mysore Government was likely to immediately record satis--faction according to law and will not be a party to any default or injustice.

10. That under the circumstances my client res--pectfully requests the Muzroi Department to take immediate steps to rectify the grave wrong caused to my client.

11. That in case such steps are not so taken, I hereby, give due notice under law that due legal proceedings will be taken for such remedies as may be open to my client by way of specific performance or damages and that the Muz--roi ~~Government~~ Department of the Mysore Government will also be made party defendant thereto and that the Mysore Government will be made liable for all costs and damages caused to my client in consequence,

Advocate
for Client
7/9/25

Copper was filed in Court in 1924, but the same was rejected by the Court as neither the original power of attorney nor a certified copy of the same empowering the said Trinidad Sugar Estates Ltd. was produced in Court by the Messenger.

7. That the Master Department which is in charge of the work and which appoints the agent does not, and a legal duty to see that everything is duly entered up or the decree as ascertains exactly what is likely to be caused to my client.

8. That subsequent dismissal upon such technicalities as to the jurisdiction, it have not met with the success and have not been favoured even with a reply.

9. That my client was ignorant to pay the said sums out of Court to the agent on behalf of the most worthy persons the Master Department being a department of the Supreme Government was likely to immediately receive sanction according to law and will not be a party to any default or improper.

10. That under the circumstances my client respectfully requests the Master Department to take immediate steps to rectify the grave wrong caused to my client.

11. That in case such steps are not so taken I verily, have due notice under law that legal proceedings will be taken for such remedies as may be open to my client by way of absolute performance or damages and that the immediate Department or the Solicitor later will [illegible] and [illegible] to my client in connection.

[illegible]

App.F.VI-G1.] B650

SUBJECT

Diary No. of letter replied to 325

General and Revenue Secretariat

(Mug)

, the 192

Date of issue 7-10-25

Signed by L. Ramaiya.

× to be returned

List of enclosures

Copied by

Examined by

Section

File No. 99-1-C

Serial No. 7

No. 400 Ecc one

To The Mysore Commr. in Mysore, Bangalore.

Sir,

In forwarding herewith in original the notice × given by Dr. A. Vaidyanatha Iyer, Pleader, ~~6. Ipadeshtoot~~, Madura, on behalf of Puliady A. Baluswamy Iyer, Chinnakkad Street, Madura, complaining that neither the Agent of the Sri Vyasarayaswami matt nor the Swami of the matt has till now chosen to file a due and proper satisfaction memo ~~certified satisfaction of the~~ Decree for the decretal amount

over

of Rs 24,000 paid by his client
Mr. Balaswamy Iyer, I am directed
to request that it may be ascertained
and reported within a fortnight whether the decree
amount has been received by
the Mahl. and ~~under what~~ the circumstances of the case
may also be reported.

I have etc

6.10.25
Secretary
Rev: Deptt

8J
5/10/25

8J
5/10/25

B650

App.F.VI G1.]

SUBJECT

Section M

File No. 99-25

Serial No. 3

Diary No of letter replied to 325

No. 401

To

M. A. Vaidyanatha Iyer

Pleader, 5. Goods shed street,

Madura -

General and Revenue Secretariat

(Mdy)

, the 192

Date of issue 7-10-25

Signed by L Ramaiya

Sir,

I am directed to acknowledge the receipt of your letter req. no. 761 dy 7-9-25 complaining that the Sri Vyasarayaswami Matt has not ~~chosen to~~ filed a due and proper satisfaction memo for the decree amount paid by your client Mr. P. A. Balaswamy Iyer to the Matt, and to state that the matter will be enquired into and a reply sent to you as soon as full information

List of enclosures

Copied by

Examined by

over

is ~~obtained~~ received by Govt. ~~in the matter in respect~~
~~of the matter brought to notice~~
by you in your letter.

Thanks

6.10.25.

for Secretary
Rev: Deptt

5/10/25

RD
5/10/25

17902

No. C 3569 256 Office of the Muzrai Commissioner in Mysore
one file

Dated Bangalore, 27th October 1925.

GEN. & REV SECRETARIAT
28 OCT 1925
MUZRAI
No. 519

From

C. S. Balasundaram Iyer, Esq., B.A.,
Muzrai Commissioner in Mysore,
Bangalore.

Muz 99-254

To

B. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Revenue Department.

Sir,

With reference to your letter No.400/M.E.99-25-2 dated 7th October 1925, I have the honor to state that on a petition presented to me by the Representatives of Mr. P.A.Balasami Iyer of Madura complaining of the non-fulfillment of the terms of a contract entered into by the late Mr. T.Lakshminarasimha Rao on behalf of the Swamigal I wrote to the latter enquiring as to how matters stood and expressing a hope that he would take necessary steps immediately so as not to involve the matha in a costly litigation which Mr. Balasami Iyer was contemplating to take. The vignapana Patrika was entrusted to the Representatives themselves for delivery to the Swamigalu as the receipt executed by Mr.L. Srinivasa Gopal in his capacity as agent of the Matha would have become time-barred on the 29th ultimo. Since the delivery of the latter I have not heard either from the Swamigalu or the Representatives of Mr. P.A.Balasami Iyer and I am again addressing the Swami to let me know as to how the matter was disposed of.

This office collection D_2 Dis.No.139 of 22-23 containing a memo drawn up by the late Mr. T. Lakshminarasimha Rao explaining the circumstances of the case is enclosed for perusal and kind return.

I have the honor to be,
Sir,
Your most obedient servant,
C S Balasundaram
Muzrai Commissioner.

KSR.

G. R. S. VI—G/32]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

, *the* 191 .

Date of issue 11-11-25

Signed by Sri T Ramaiya

Section INM 5

File No. 21-25

Serial No 5

No. 566

To The Inner Comr

Sir,

Adverting To your letter no. C. 356 dy 28-10-25 Reporting on the notice from Mr A Vaidyanatha Aiyar Pleader, Madura, Complaining that though the Privy Council decree in connection with the appeal preferred by Sri Vyravanaya Swamy

over.

in respect of Madura
Cands has been fully
satisfied by his client
P A. Balusamy Aiyar
of Madura, certified satisfaction
of the decree has not
been filed by the ~~Appellants~~
Mat, I am directed
to request that you
will be so kind as to
submit your further
reports in the matter as early possible
after hearing from the
Examiner ~~whom you~~
~~have addressed~~
in the matter.

I have etc

b 11.5

for Regr Testamy

RG
4/11/25

List of enclosures.

Copied by

Examined by

26802

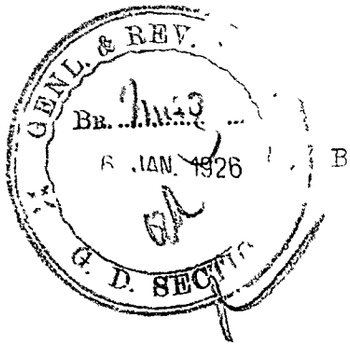
No. P.C. 66 of 25-6 Office of the Mysore Commissioner in Mysore.
one item file Dated Bangalore, 4th January 1926.

From

C. S. Balasundaram Iyer, B.A., B.L.,

Mysore Commissioner in Mysore,

Bangalore.



To B. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Revenue Department.

Order 99-25-6

Sir,

In continuation of this office letter P.C.No.66/25-26 dated 28th October 1925, regarding the memorial amount of Rs.21000/-, paid by Mr. P.A. Balasami Iyer, of Madura to the authorities of the Sri Susale Vyasarayaswami Matha, I have the honour to forward in original Srimuka No.406 dated 31st October 1925 from the Maharaja, stating that as he has already approached Government for the management of the endowed properties being secured by them, the latter refer us to in Mr. Vaidyanatha Iyer's notice of the 7th September by the course of at the instance of Government and that he will accept such a disposal. I have not again heard either from Mr. Balasami Iyer or his representatives and I do not know whether action as contemplated in para 11 of the notice has since been taken. In the absence of full information and connected records bearing on the subject, I regret I am unable to suggest any manner of disposal.

The enclosures to your letter and the petition presented to this office are submitted herewith.

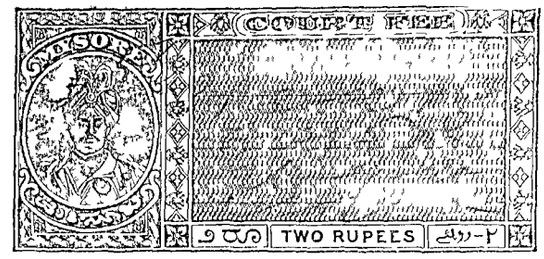
I have the honour to be,

Sir,

Your most obedient servant,

C S Balasundaram Iyer
Mysore Commissioner.

KSR.



To

C.S.Balasundaram Iyer, Esq., B.A.,
Muzrai Commissioner in Mysore,
Bangalore.

Sir,

On behalf of Mr.Puliadi A.Balusami Iyer of Madura, we beg leave to place the following facts before you and solicit immediate orders.

2. The details connected with the possession and enjoyment of a piece of Inam land in - Arapalayam Village, Madura Town, belonging to Sri Sosalai Vyasaroyaswami Mutt which form the subject matter of an appeal to Privy Council by the Government of Mysore, are well known to you to - need any explanation here.

3. In pursuance of the Privy Council decree Mr.Balusami Iyer opened negotiations in September - 1922 with late Mr.T.Lakshminarasimha Rao, the then Vice President of the Advisory Committee of the - Mutt for a settlement of the costs and other incidental charges. After protracted negotiations and with the previous consent of your predecessor-in-office the total liabilities against Mr.Balusami Iyer was fixed at Rs.24,000/-. (Vide Copy of Memo of Settlement attached). In accordance with this agreement Mr.Balusami Iyer paid Rs.17,000/- on 29-9-1922 and the balance of Rs.7,000/- on 17-11-1922 and obtained receipts therefor, copies of which are attached for reference.

3. From the memo of settlement of accounts it will be seen that it includes a sum of Rs.1930/- which represents the lease amount and interest in respect of the disputed land for eleven years from 1912 to 1922 at Rs.130/- per annum. This amount - was paid on the clear understanding that the Mutt - authorities should take immediate steps to oust - Venkatasami Naicken who taking advantage of the Privy Council decision had entered upon possession of the land without previous permission either from the - Mysore Government or the Mutt, and put Mr.Balusamier in possession of the same land on conditions to be agreed upon separately. It is a matter for extreme regret that notwithstanding this definite undertaking the Mutt has also received the lease amount for the same period from Venkatasami Naicken. Under what - provision of Law or Practice the Mutt acted in such an objectionable manner is not understood.

4. We regret very much to bring to your kind notice that in spite of strenuous efforts made by Mr. Balusami Iyer and innumerable visits ~~made~~ paid to Bangalore by his Agents at enormous costs, the late Vice President and subsequently the late Sarvadhikari did not make any bona fide attempts to redeem their word of promise. Nay, they even failed to file a satisfaction memo in the Court of the Additional Sub Court of Ramnad at Madura which is the original decreeing - Court in token of the settlement arrived at and the - payment received. The several requests made to - Swamigalu also fell on deaf ears. Mr.Balusami Iyer had no relief from whatsoever quarter.

5. Mr.Balusami Iyer now learns with much concern and anxiety that no Sarvadhikari has been appointed in place of late Mr.Srinivasa Murthi - and that the Mutt affairs and accounts are in utter confusion. If no suit for ejecting Venkatasami Naicken is filed and if satisfaction of the Privy Council Decree is not reported to the Court before the - 29th instant, the receipt and the terms of compromise will become inoperative and consequently Mr. Balusami Iyer will be driven, much against his will to the necessity of filing a suit for the recovery of the sum of Rs.24,000/- paid by him and other - reliefs. Being tired of this litigation he is - averse to take action as above unless driven by - sheer necessity and obstinancy of the Mutt people. A communication was sent to Swamigalu from Madura on 1-9-1925 and it has brought forth no reply. If it is possible Mr.Balusami Iyer wants to spare to the Mutt the trouble and expense of defending the suit to be filed by him compelled, of course, by - force of circumstances.

6. Mr.Balusami Iyer has therefore deputed Mr.T.P.Easwara Sastry who was instrumental in - bringing about the above settlement and ~~myself~~ the other undersigned to interview you and place these facts before you so that justice, which has been denied to him by the apathy and indifference on the part of the succeeding Sarvadhikaries and the Swamigalu, might be meted out to - him. In this view and also of the fact that the settlement was concluded at the consent of your predecessor Mr.

Mr.K.R.Srinivasa Iyengar and that the series of suits in this connection were instituted and fought out - when the management of the Mutt properties was vested in Government, we beg that the Swamigalu may graciously be addressed by you in the matter and advised to - give Mr.Balusami Iyer the reliefs sought for and thereby redeem the promises made by his accredited Agents. As there is no time to be lost we beg that the communication to be addressed to the Swamigalu may be entrusted to us alone for delivery at Sosalai, whither, if so advised by you, we are prepared to proceed considering the present state of Mutt affairs.

7. We feel confident that without a communication from you the Swamigalu will not move in the matter though mindful of the consequences of his inaction. We shall feel all the more grateful if you will kindly take the matter on Government side and give us the - necessary guarantee so that the receipt and the settlement should not become time-barred after the 29th instant and thus save the Mutt from contesting a costly litigation.

8. For the above act of kindness we shall feel ever grateful to you.

We beg to remain,

Sir,

Your most obedient servants,

Bangalore
24-9-1925.

T. S. Vengadamiengar

T. P. Eadwad Foster

of 1922 ... [illegible] ... 132 ... [illegible] ... [illegible] ... [illegible]

No. 70

(Sd) L. Srinivasa Gopal

Agent Sri Vyasaraya Swami Mutt

Bangalore 29.9.1922

(True Copy)

Fair copy

	Rs.	as.	p.
1. actual cost in Privy Council appeal	5968	14	0
2. Interest on the above for 1 year	360	0	0
3. Compensation amount	13700	0	0
4. Interest on above for 5½ years	4522	0	0
5. Gutta amount for 11 years @ Rs 130/- a year	1430	0	0
6. Interest on the above.	500	0	0
7. Lower court cost.	374	4	9
Total	Rs 26855	2	9
8. Interest on item Nos 1 to 7 &c.	144	13	3
Total	Rs 27000	0	0

These accounts were extracted from the file in the Agency records and presented in my presence to Messrs. Easwara Setty, Gauthama Gopalakrishna Chettyar, and Devendrachary, on behalf of Mr. Balesami and admitted by them to be present correctly the dues without prejudice to any objections they may raise if the case should go to Court without any settlement and in witness thereof they have signed this before me.

(Sd) I. Lakshmi Narasimha Rau 8.9.1922.

ಈ ಲೆಕ್ಕಗಳನ್ನು ಫೈಲಿನಿಂದ ತೆಗೆದು ಏಜೆನ್ಸಿ ರೆಕಾರ್ಡುಗಳಲ್ಲಿ ನನ್ನ ಸಮ್ಮುಖದಲ್ಲಿ ಇಟ್ಟು ಈಶ್ವರ ಸೆಟ್ಟಿ, ಗೌತಮ ಗೋಪಾಲಕೃಷ್ಣ ಚೆಟ್ಟಿಯರ್, ಮತ್ತು ದೇವೇಂದ್ರಾಚಾರಿ ಇವರಿಗೆ ಮತ್ತು ಬಾಲೇಸಾಮಿ ಇವರಿಗೆ ತೋರಿಸಿ ಒಪ್ಪಿಸಿದೆ. ಇವರು ಇದನ್ನು ಸರಿಯಾಗಿ ಪ್ರೆಸೆಂಟ್ ಮಾಡಿದ್ದಾರೆಂದು ಒಪ್ಪಿಕೊಂಡು ಇದರಲ್ಲಿ ಇವರು ಏನಾದರೂ ಆಕ್ಷೇಪಣೆಗಳನ್ನು ಎತ್ತಿದರೆ ಅವುಗಳಿಗೆ ಪೂರ್ವಾಗ್ರಹವಿಲ್ಲದೆ ಯಾವ ಸೆಟ್ಲ್‌ಮೆಂಟೂ ಇಲ್ಲದೆ ಕೋರ್ಟಿಗೆ ಹೋಗಬಹುದೆಂದು ಇವರಿಗೆ ತಿಳಿಸಿದೆ. ಇದಕ್ಕೆ ಸಾಕ್ಷಿಯಾಗಿ ಇವರು ಇದರ ಮೇಲೆ ಸಹಿ ಮಾಡಿದ್ದಾರೆ. 3 ಪುಟಗಳಲ್ಲಿ ಬರೆದಿರುವ ಈ ಲೆಕ್ಕಗಳಲ್ಲಿ ಒಟ್ಟು ಮೊತ್ತ ರೂ 27000/- ಆಗುತ್ತದೆ. ಇದನ್ನು ಸರಿಯಾಗಿ ಬರೆದಿದೆ. ಇದಕ್ಕೆ ಸಾಕ್ಷಿಯಾಗಿ ನಾನು ಸಹಿ ಮಾಡಿದೆ. ಇದರಲ್ಲಿ ಒಟ್ಟು ಮೊತ್ತ ರೂ 27000/- ಆಗುತ್ತದೆ. ಇದನ್ನು ಸರಿಯಾಗಿ ಬರೆದಿದೆ. ಇದಕ್ಕೆ ಸಾಕ್ಷಿಯಾಗಿ ನಾನು ಸಹಿ ಮಾಡಿದೆ.

(ಸಹಿ) ಟಿ. ಈಶ್ವರ ಸೆಟ್ಟಿ 8.9.1922. (ಸಹಿ) ಎಲ್. ನರಸಿಂಹ ರಾವ್.

8.9.1922. (Fair copy) (Sd) L. Narasimha Rau.
Agent, Lakkavalli Investment Trust.
Bangalore

No 109. Office of the agent Sriveyasaraya Swami Mutt
No 7 H Street Fort Bangalore City
Dated 25th November 1922

From Mr L. Srinivasa Gopal B.A.
Agent Sri Vyasaraya Swami Mutt Bangalore City

To M.R.Ry. Puliadi A. Balusamiayer Avl
Cloth merchant Chinnakadai Street
South Gate, Madura

Sir, I have the honor to acknowledge receipt of the cheque No 015676/628 dated 18th Nov 1922 on the Imperial Bank of India (Madura branch) for the sum of (Rs 7000) Rupees Seven thousand only being the balance due on the privy Council decree to be executed in Madura Sub Court-as per Settlement arrived at-

Stamped Receipt- herein closed

(Sd) L. Srinivasa Gopal
Agent- Sri Vyasaraya Swami Mutt

25. 11. 1922

(True Copy)

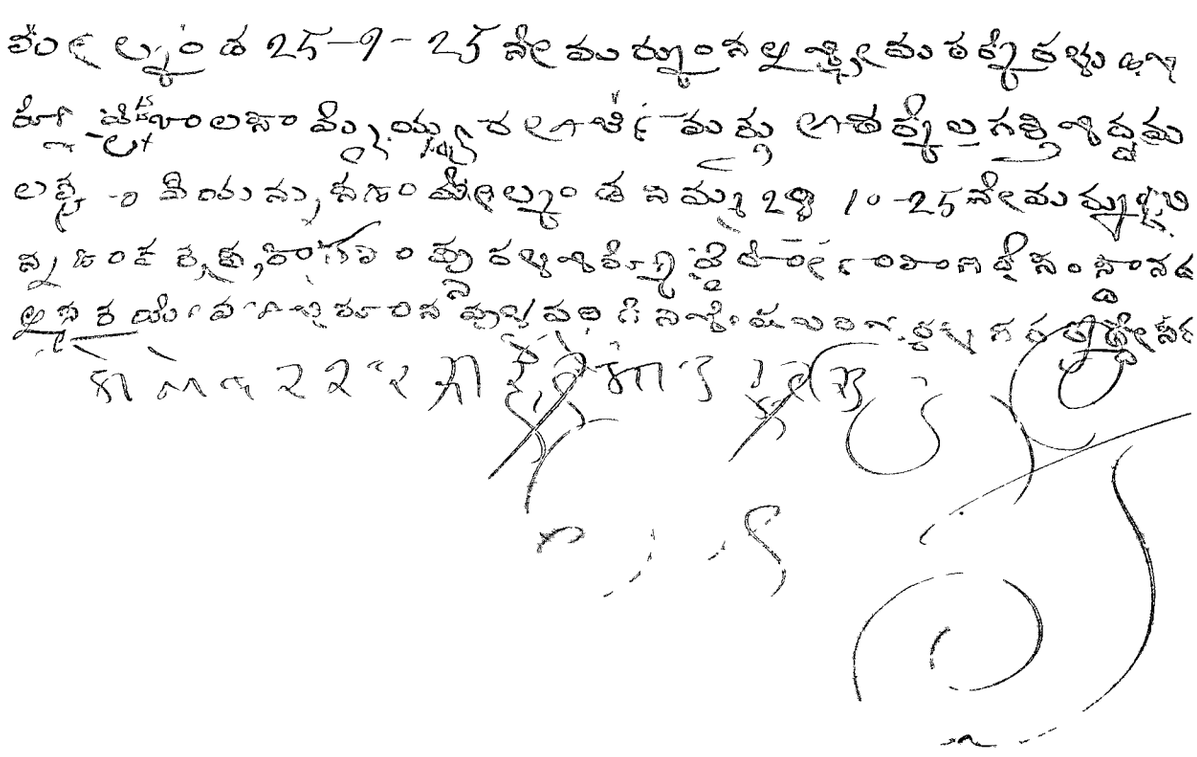
Receipt

In pursuance of the terms of the Conference agreed to between Sri Vijayaraja Swami Mutt and M. Pulkady A. Balasamier of Madura, I. L. Srinivasa Gopal the Attorney Agent of the said Mutt have this day received the sum of Rs 17000/ (Seventeen thousand only) in part payment of Rs 24000/ (Rs Twenty four thousand) due by you the said Pulkady A. Balasamier, giving you time of two months for paying the balance of Rs 7000/ (Seven thousand only) the said balance amount being free of interest for the said term.

No. 68. Bangalore City
29th Sept. 1922

(Sd) L. Srinivasa Gopal
29. 9. 1922
one anna stamp.
Agent Sri Vijayaraja Swami Mutt
Bangalore

ಶ್ರೀ ಕೃಷ್ಣಾ ಪ್ರೆಸ್, ಮೈಸೂರು.



G. R. S. VI—G/32]

SUBJECT .....

.....

.....

Diary No. of letter replied to ....

General and Revenue Secretariat

( )

, the *192* .

Date of issue 8/2/26

Signed by .....

Section G

File No. G

Serial No. 7

No. 1012

To A. Vaidyanatha Iyer Esq
Pleader
5. Goorushed Street
Madras.

Sir,

In continuation of this office letter No. 401/Genl 99-25-3 dated the 7th Oct 1925, ~~stating~~ in the matter of ~~[illegible]~~ I am noticing regarding the Sri Vyasaraja Swami matt ~~[illegible]~~ to file a document in respect of the decree amount paid by your client Mr. P. A. Balasami Iyer. In this matter, that the matter ... enquired ... [illegible]

failure on the part of the

8/2/26

W D C632 - G P U—18601 —16-8 23

In forwarding the same I received, I am directed to state that the Matt properties were not under the management of the Chief Secretary's Office of the Mysore Govt. (Where the ~~compromised~~ and Mr Srinivasappa was not-Manager- decretal amount was paid, and that the Govt. are therefore not responsible for the transactions between ~~ex~~ Mr & M/s ~~forwarded by the~~ Govt. ~~this~~ Govt. and the Govt. of Mysore. ~~Act of Mr Srinivasappa~~ ~~who was then the agent of the members~~

Yours &c

D/2

h
9.2.26.

D/20/1 Memorandum 1013/Secy. D 8/2/26
Copy of the above forwarded with compts to the M.C. in Engn
Govt with reference to correspondence
ending with his letter
No. PC. Secy 25-6 dt 5-1-26. Encl: ret'd
K O

List of enclosures
Encl 1 file

Copied by

Examined by

h
Order 2-T
Yes
2/2/26